

# STREET LIGHTING AGREEMENT

THIS AGREEMENT, dated this 17th day of August, 1967, between Soldier Summit Town, a body corporate and politic of Wasatch County, State of Utah, herein called "Customer", and UTAH POWER & LIGHT COMPANY, a corporation, herein called "Company", WITNESSETH:

## I.

Company agrees:

1. To install street lighting facilities at those locations listed below where such facilities are not already in place.
2. To maintain and operate the street lighting facilities installed or to be installed as described and identified below; provided, however, that Customer by written request may from time to time direct Company to install and/or serve and operate additional street lighting facilities under the terms hereof, the Electric Service Regulations and the appropriate Rate Schedule, and Company will comply with such requests when in Company's judgment, Company is financially protected in so doing:

<u>Location</u>	<u>No. of Lamps</u>	<u>Size in Lumens</u>	<u>Kind</u>	<u>Rate Sch.</u>	<u>Type of Pole</u>	<u>Fixed Charges On Pole</u>
Highway	3	20,000	MV	11	Wood	None
Business	1	2,500	Inc.	11	Wood	None

3. To change the location of any street light in use upon thirty days' written notice by Customer and upon payment to Company of the cost of the change.

## II.

## Customer agrees:

1. To pay for all street lighting service on or before the fifteenth day of the month following that in which it is furnished, at the office of the Company in Price, Utah, at the rates provided for in Schedule 11 attached hereto and hereby made a part hereof.
2. To conform to and abide by Company's Electric Service Regulations relating to this service and the renewal of this contract, a copy of which Electric Service Regulations is attached hereto and made a part hereof.

## III.

## It is mutually agreed:

1. By street lighting is meant the lighting of streets, alleys, thoroughfares and public grounds.
2. Company shall use reasonable diligence to furnish continuous service during lighting hours, and having used reasonable diligence shall not be liable for any failure of service, nor any outage, except to credit Customer with the proportion of the month's charge attributable to the duration and extent of such failure or outage.
3. The Company may substitute for streetlights installed, streetlights of at least equal capacity and efficiency, as improvements in the art may make such streetlights available.
4. The term of this Agreement shall be 3 years from the date of commencement of service hereunder.

## IV.

This instrument is certified by Clerk/Recorder of Customer to be the Agreement submitted to and approved by Customer's governing body, and referred to in the resolution of said body adopted on the 17th day of August, 1967, and therein authorized to be executed and delivered on behalf of Customer by its President and Clerk

IN WITNESS WHEREOF, Customer has caused this Agreement to be duly executed, countersigned, sealed and certified to by its duly authorized officers, and Company has executed this Agreement by its proper officer, all as of the date herein first above written.

Countersigned and Certified to

By Dorothea Elvaugh  
Clerk/RecorderRecommended J. R. Millward  
J. H. Stephens

Approved:

Town of Soldier SummitBy Elmer C. ElvaughPresident  
(Title)

UTAH POWER &amp; LIGHT COMPANY

By E. A. Hunter  
Vice-President

APPROVED AS

## MINUTES AND CERTIFICATE

August 17, 19.67

The Board of Trustees met in special session at 2:00 o'clock P.M. on the above date. President Elmer C. Ebaugh presiding. Roll call showed the following Members present:

Kenneth Peterson, Barry Belcher, Verna Belcher, Dorothy Ebaugh and President Elmer C. Ebaugh

There being a quorum present the regular business before the meeting was taken up and considered.

Attention was called to a proposed contract for Street lighting with the Utah Power & Light Company which had been prepared and submitted to the meeting for action. The proposed contract was read at length, whereupon the following resolution was presented in writing and read by Barry Belcher, who moved its adoption.

WHEREAS, there has been submitted to the Board of Soldier Summit Town at a duly convened meeting a proposed contract with the Utah Power & Light Company by the terms of which said Company agrees to furnish electric energy for street lighting purposes upon terms and conditions as therein fully set forth, which said contract is believed to be a fair one and one which it is advisable for this Board to enter into;

THEREFORE, BE IT RESOLVED, that the President of Soldier Summit Town be, and he is hereby authorized in his official capacity to execute said contract in duplicate and the Clerk/Recorder is hereby authorized and directed to attest, countersign and affix the corporate seal to said duplicates of said contract. When said contract is so executed and when properly executed by the proper officers of the said Utah Power & Light Company the said Clerk/Recorder is instructed to retain one of said duplicates as part of the records of his office and to deliver the other to said Utah Power & Light Company.

The motion to adopt the resolution was seconded by Verna Belcher, and after being discussed at length a yea and nay vote was taken upon the adoption thereof with the following result:

Those voting "yea" in favor of the resolution:

Kenneth Peterson, Barry Belcher, Verna Belcher, Dorothy Ebaugh, and President Elmer C. Ebaugh

Those voting "nay" or against the adoption of the resolution:

None

More than a majority of the whole number of members elected to the Town Board having voted yea, the President declared the motion carried, the resolution adopted and the execution of the contract duly authorized.

STATE OF UTAH  
COUNTY OF WASATCH } ss.

I, the undersigned, Dorothy Ebaugh, Town Recorder, do hereby certify as follows:

First, that the foregoing is a full, true and correct copy of that portion of the minutes of a meeting of the Trustees of said Soldier Summit, held therein on the 17th day of August, 19. 67, in so far as said minutes relate in any manner to the passage or consideration of the resolution authorizing the execution of a contract with the Utah Power & Light Company for the furnishing of electric energy for street lighting purposes, and so far as said minutes relate to any proceedings had in connection therewith, together with a full, true and correct copy of the resolution so adopted.

Second, that on said date and at all dates herein referred to said Soldier Summit was an incorporated Town under the laws of the State of Utah and the members of the Board of Trustees consisted of Kenneth Peterson, Barry Belcher, Verna Belcher, Dorothy Ebaugh and President Elmer C. Ebaugh,

Third, that the contract between said Soldier Summit Town and Utah Power & Light Company referred to in said resolution was executed in duplicate by the President of the Board and by me duly countersigned and attested in pursuance of said resolution and that this certificate is appended to one of the duplicates of said contract as so executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Soldier Summit this 17th day of August, 19. 67.

Dorothy Ebaugh  
Clerk/Recorder

Seal



UTAH POWER & LIGHT COMPANY

P. S. C. U. No. 8

**ELECTRIC SERVICE**

**SCHEDULE NO. 11**

**STATE OF UTAH**

**STREET LIGHTING  
COMPANY-OWNED OVERHEAD SYSTEM**

**AVAILABILITY:** (1) Incandescent lamps of nominal initial lumen rating of 4,000 lumens and greater and sodium vapor lamps of nominal initial lumen rating of 10,000 lumens — at any point on Company's interconnected system for customers taking service under this Schedule as of its effective date.

(2) Incandescent lamps of nominal initial lumen rating of 2,500 lumens or less and all mercury vapor and fluorescent lamps — at any point on Company's interconnected system.

**APPLICATION:** This Schedule is for service required for the lighting of public streets, alleys, thoroughfares and public grounds by standard incandescent metallic filament, sodium vapor, mercury vapor or fluorescent lamps, where service is supplied from a Company-owned overhead wood pole system.

**MONTHLY BILL:**

Rate:		Per Lamp
Nominal Lamp Rating:		
Initial Lumens	Watts	
Incandescent Lamps:		
1,000 or less .....	92 or less .....	\$ 1.50
2,500 .....	189 .....	2.15
4,000 .....	295 .....	2.70
6,000 .....	405 .....	3.30
10,000 .....	620 .....	4.30
15,000 .....	860 .....	5.60
Sodium Vapor Lamps:		
10,000 .....	180 .....	4.80
Mercury Vapor Lamps:		
4,000 .....	100 .....	2.70
7,000 .....	175 .....	3.30
10,000 .....	250 .....	4.30
20,000 .....	400 .....	5.60
Fluorescent Lamps:		
21,000 per 4-lamp luminaire .....	400 per luminaire .....	8.00 per luminaire
43,600 per 4-lamp luminaire .....	640 per luminaire .....	14.00 per luminaire
87,200 per 8-lamp luminaire .....	1280 per luminaire .....	26.50 per luminaire

These rates are for dusk to dawn burning. The rate for dusk to midnight burning will be 85% of the rate for dusk to dawn burning.

**SPECIFICATIONS AND SERVICE:** Each lamp will be operated from a series or multiple circuit, at the Company's option. Fixtures and supports will be in accordance with the Company's specifications. Service includes energy supplied from the Company's overhead circuits, maintenance, lamp and glassware renewals. Lamps will be controlled by the Company to burn each night from dusk to dawn or from dusk to midnight.

**CONTRACT PERIOD:** Three years or longer.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

ISSUED JUNE 8, 1967

EFFECTIVE JULY 9, 1967

## **ELECTRIC SERVICE REGULATIONS**

### **STATE OF UTAH**

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1. These Electric Service Regulations are designed to govern the supplying and receiving of electric service in such a manner as will secure to each Customer the greatest practicable latitude in the enjoyment of electric service consistent with good service and safety to himself and other Customers and also consistent with good operating practices and the Rate Schedules of the Company.

2. These Regulations supersede all previous Regulations which may have been effective, and may be revised, when occasion requires, upon approval of the regulatory authority having jurisdiction. Copies are available at the offices of the Company.

#### **GENERAL DEFINITIONS**

3. Customer is the party contracting for service with the Company.

4. Electric Service is the availability of electric power and energy at the Customer's point of delivery at the approximate voltage and for the purposes specified in the Electric Service Agreement.

5. Point of Delivery is the point at which the Company's service wires are connected with wires or apparatus of the Customer, unless otherwise specified in the Electric Service Agreement. If Company's service wires are connected with wires or apparatus of the Customer at more than one point, each connecting point shall be considered a separate Point of Delivery.

6. Maximum Demand is the Customer's greatest use shown by or computed from the readings of Company's Demand meter for a 15 minute period, unless otherwise specified in the applicable rate schedule. At the option of the Company it may be determined either by periodic tests or by permanent meters. Peak demands due to accidents which the Customer could not have guarded against will be disregarded.

7. Power Factor is the percentage obtained by dividing the Maximum Demand measured in kilowatts by the corresponding kilovolt-ampere demand established by the Customer.

8. Connected Load is the combined rated capacity of all the Customer's energy consuming equipment.

9. Customer's Installation is the wiring and apparatus owned by the Customer and on his side of the Point of Delivery (except Company's meter installation) useful in connection with Customer's ability to take service.

10. Month is the period of approximately 30 days intervening between regular meter reading dates. Meters may be read and bills rendered either monthly or bimonthly.

11. Year is the period between the date of commencement of service under the Electric Service Agreement and the same day of the following calendar year.

#### **SERVICE AGREEMENTS**

12. Electric Service Agreement, Rate Schedule and Electric Service Regulations. These Regulations and the applicable Rate Schedule are hereby made a part of each Electric Service Agreement. In case of a conflict between any of the provisions of the Electric Service Agreement, Rate Schedule and the Electric Service Regulations, the provisions of the Rate Schedule will take precedence followed by the provisions of the Electric Service Regulations.

13. **Renewal and Termination of Service Agreements.** At the expiration of the term stated in the Service Agreement, or any renewal thereof, or any extended term thereof, the Service Agreement shall be automatically renewed for a like term, unless either the Company or the Customer notifies the other in writing not more than 60 days nor less than 30 days prior to the end of such period of its desire to terminate such Agreement.

14. **Customer's Right to Cancel Agreement.** Where the Customer entirely suspends operations during the Agreement period with the intention permanently to abandon them, the Agreement may be cancelled by written notice to the Company not less than 90 days before the effective date of the proposed cancellation. No such cancellation shall release the Customer from his obligation under any term minimum guarantees based on special investment made by the Company to serve the Customer. If after a cancellation pursuant to this regulation, the Customer shall thereafter resume operations within the original Agreement period, at the option of the Company the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by Customer is a breach of the Service Agreement, the right of the Company to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

15. **Remedies of Company.** For any default or breach by Customer of a Service Agreement, including failure to pay bills promptly, Company in addition to all other legal remedies, may terminate the Service Agreement or suspend the supply of service. No such termination or suspension will be made without 48 hours' written notice to Customer, stating in what particular the Service Agreement has been violated, except in cases of theft or unauthorized use or disposition of service by Customer, or in case of a dangerous condition on Customer's side of the Point of Delivery of which the Company is made aware, or in case of utilization by Customer of service in such manner as to cause danger to persons or property or to jeopardize service to Customer or others of which the Company is made aware. Failure of the Company at any time after any such default or breach either to suspend supply of service, to terminate the Service Agreement, or to resort to any other legal remedy, shall not affect Company's right thereafter to resort to or exercise any one or more such remedies for the same or any future default or breach by Customer.

16. **Successors and Assigns.** Contracts for electric service shall inure to the benefit of and be binding upon the successors in interest, assigns and legal representatives of the Company and of the Customer.

### **THE SUPPLYING AND TAKING OF SERVICE**

17. **Supplying of Service.** Electric Service will be supplied under and pursuant to a Service Agreement, the properly applicable Rate Schedule, and these Service Regulations.

18. **Continuity of Service.** The Company shall use reasonable diligence to provide steady and continuous service, but does not guarantee its service against irregularities and interruptions. The Company having used reasonable diligence shall not be liable to Customers for any damages occasioned by irregularities or interruptions.

19. **Strikes, Accidents, and Restrictions.** Neither party shall be liable to the other, excepting, however, minimum bill and term minimum guarantee obligations, for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, or State, Federal or Municipal interference or other causes not due to negligence but the cause producing such act or omission shall be removed with reasonable diligence. Strikes, labor troubles, accidents, litigations, or other causes affecting third parties shall not relieve Customer of liability for payment of minimum bills or any term minimum guarantees. Performance of Service Agreements is subject to all laws, rules, and regulations, including those involving priorities, allocations, or restrictions of materials and the furnishing of electric service now or hereafter promulgated by lawful authority.

20. **Suspension of Service For Repairs and Changes.** For the purposes of making repairs to or changes in Company plant, generating equipment, transmission or distribution system, or other property, the Company may, without incurring any liability therefor, suspend service for such period as may be required but will not inconvenience the Customer unnecessarily. Whenever possible the Company will give reasonable notice to the Customer prior to such suspension of service.

21. **Customer's Use of Service.** The Customer shall use the Company's service exclusively for all his electric requirements unless otherwise provided in his Service Agreement. Service shall be



used only for purposes specified in his Service Agreement. If the Customer obtains any part of his electric requirements from any source other than the Company, Supplementary or Standby Service will be rendered under rate schedules specifically applicable to such service. The Customer shall not extend his electric facilities outside his premises for service to other customers or premises. Resale service shall be available only under rate schedules specifically providing therefor.

**22. Customer's Responsibility.** The Customer assumes all responsibility on Customer's side of the Point of Delivery for service supplied or taken, as well as for the electrical installation and appliances used in connection therewith, and will indemnify, save harmless and defend the Company against all claims, demands, costs or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission or use of electric service by the Customer, at or on the Customer's side of the Point of Delivery.

**23. Access to Premises.** The duly authorized agents of Company shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting the Company's wiring and apparatus, removing or replacing its property, reading of meters and all other purposes incident to the supplying of service.

### **CUSTOMER'S INSTALLATION**

**24. Customer's Installation and Equipment.** All wires and equipment, except Company's meters and accessories, on the Customer's side of the Point of Delivery must be installed and maintained at the expense of the Customer. All wires, apparatus and equipment shall be selected with a view to obtaining safety, good efficiency, good voltage regulation, and the highest practical power factor, and shall comply with the standards of the National Electrical Safety Code issued by the National Bureau of Standards and the National Electric Code of the National Board of Fire Underwriters and also with regulations of any governmental authority having jurisdiction. Customer shall not employ or utilize any equipment, appliance or device that will adversely affect Company's service to Customer or to other Customers. Maximum loads to be supplied on 120 volt and 240 volt single phase circuits shall be in accordance with the Service Standards of the Company. Appropriate starting control devices for motors shall be installed. Electric fence controllers must be approved by the Underwriters Laboratories, Inc., and any governmental authority having jurisdiction. The Customer shall so arrange his load that there will be, at the Point of Delivery, a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single phase three-wire circuit.

**25. Three Phase Service.** Three phase service to commercial and industrial Customers for installations wherein the three phase motor load totals less than 5 horsepower and any three phase service to residential Customers will be supplied upon payment by Customer of the estimated additional cost required to be incurred by Company in order to supply three phase service instead of single phase service which normally would be supplied.

**26. Highly Fluctuating Loads.** If Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Company to install transformer capacity or other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the Company may either provide a separate service connection and supply service thereto under the applicable schedule or for billing purposes add the rated capacity of such equipment to the Customer's Demand as otherwise determined.

**27. Changes in Installation.** As Company's wires, transformers, meters, and other facilities used in supplying service to Customer have a definite limited capacity, Customer shall give notice to the Company and obtain Company's consent before making any material changes or increases in Customer's installation. Company as promptly as possible will give its approval to the proposed change or increase, or will advise Customer upon what conditions service can be supplied for such change or increase.

**28. Inspection By Company.** The Company shall have the right, but does not assume the duty, to inspect Customer's installation at any reasonable time and to refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but no inspection by the Company, nor the failure by it to object to the Customer's installation shall render the Company in any way liable for any injury or damage resulting from any defective installation of the Customer.



## COMPANY'S INSTALLATION

29. **Company's Installation.** Except as otherwise provided in these Service Regulations, in the Service Agreement or Rate Schedules, the Company will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. The Company, subject to the provisions of its Extension Schedule, will extend its overhead supply wires, supply one set of service attachment fittings and make connection to Customer's service terminals. Only agents of the Company are authorized to connect Company supply wires to Customer's service terminals.

30. **Company Property.** All lines, apparatus, instruments, meters and materials supplied by the Company, shall remain its property, and shall be returned to it by the Customer in the same condition as when received by the Customer, except for ordinary wear and depreciation, and the Company may at any time examine, change or repair its property on the premises of the Customer and may remove all such property at, or at any time after, the termination of service. All loss of, damages, or injury to lines, apparatus or materials of the Company on the Customer's premises caused by any act or neglect of the Customer shall be made good by the Customer.

31. **Service From Existing Lines.** Service will be supplied to the Customer from the Company's nearest line of sufficient capacity and appropriate phase and voltage to furnish adequate service under applicable Rate Schedules.

32. **Right of Way.** Customer without expense to the Company shall make or procure conveyance to the Company of satisfactory Right-of-Way Easements across the property owned or controlled by Customer for the Company's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer and shall permit access thereto by the Company's employees at all reasonable hours. The Customer shall permit the Company to trim the limbs and tops of trees to the extent that such trimming shall be reasonably necessary to avoid interference with the Company's lines.

## METERING

33. **Installation.** The Company will furnish, install, and maintain at its own expense the necessary meter or meters and accessories to measure the electric service used by the Customer. The Customer shall provide and maintain a satisfactory location for the installation without expense to the Company. Where the character of the service requires a graphic meter, the chart of which must be changed weekly, the Customer will provide attendance, when requested by the Company, to care for, and change the meter charts as required. The Customer will not interfere with or alter or permit interference with or alteration of the Company's meter or other property.

34. **Failure to Register.** If the Company's meter shall fail at any time to register accurately, the Company may estimate Customer's demand and energy during the time of such failure on the basis of the best available data.

If any appliance or wiring connections are found on Customer's premises which prevent the meter from accurately recording the total amount of demand and energy used on the premises, the Company may at once remove such wiring or appliances and may estimate the demand and the amount of energy consumed and not registered, as accurately as it is able to do so. The Customer will immediately pay for such estimated demand and consumption together with the expense of removing any such wiring or appliances and restoring the equipment of the Company to its normal operating conditions. The Company may also refuse further service or require the Customer to make such changes in his wiring installation as the Company deems proper.

35. **Meter Tests and Adjustments.** Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with good practice. The Company will make special tests when requested by the Customer. If any such special test shows the average registration of a meter to be in error by more than 2% fast or slow the Company will bear the cost of test. If the amount of error is less than 2% the Customer shall bear the cost of the test unless the meter has not been tested at the Customer's request within twelve months' period immediately preceding such request. When an average error of more than 2% is determined the Company will make a refund where the meter is fast and the Customer shall pay the difference where the meter is slow. The billing adjustment for residential and commercial service will be made only for one-half the period intervening since the last test but not to exceed six months. The billing adjustment for all other classes of service will be made only for a period of thirty days.

36. **Standard of Accuracy.** The average error of a meter is one-half the algebraic sum of the error at light load (1% to 10% of rated capacity) and the error at heavy load (60% to 100% of rated capacity). No meter will be installed which has an error of more than 2% fast or slow at light or at heavy load. Whenever on installation, periodic or any other tests a meter is found to exceed these limits it will be adjusted or replaced.

37. **Transformer Losses.** When delivery of service is on the primary side of Customer's transformers, the Company may install its meter on the secondary side of the transformers and in such case transformer and other losses occurring between the Point of Delivery and the meter will be computed and added to the meter readings to determine the monthly demand and energy consumption.

## **BILLINGS AND DEPOSITS**

38. **Rate Schedules.** The rates prescribed by all Rate Schedules are subject to revision upon approval of the regulatory authority having jurisdiction.

39. **Selection and Changes of Rate Schedule.** Upon request the Company will assist the Customer in the selection of the Rate Schedule most favorable to him for the service requirements. The recommendation to the Customer will be based on his statement of the class of service required, the amount and manner of use, and other pertinent information. The Company shall not be liable for any errors in connection therewith. A Customer being billed under one of two or more optional Rate Schedules applicable to his class of service may elect to be billed on any other applicable Rate Schedule by notifying the Company in writing and the Company will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Rate Schedule may not make another such change within the next twelve months, unless altered conditions or other good cause justify a change within a shorter period.

40. **Billing Period.** Bills ordinarily will be rendered regularly at monthly or bimonthly intervals, but may be rendered more frequently or at different intervals at the option of the Company. When bills are rendered bimonthly, the number of kwh in each block of the rate, the monthly minimum charge, and the initial charge if applicable, shall be doubled. Estimated bills will be rendered when regular meter readings are not secured.

41. **Address of Customer.** Bills will be mailed to the address of the Customer appearing in the Service Agreement or to such other address as Customer may from time to time request. When Customer vacates the premises where he is receiving service his Service Agreement shall continue in effect until he notifies Company to cancel or transfer said Agreement to another location, or until another Customer becomes responsible for service to said premises.

42. **Separate Billings.** At each Point of Delivery the use of service shall be metered separately for each Customer served. Whenever for any reason Company furnishes two or more meter installations for a single Customer each point of metering shall be considered a separate service and be separately billed.

43. **Payment of Bills.** Bills for electric service supplied during the preceding billing period are due and payable when rendered. Accounts for \$150 or over remaining unpaid 30 days after being rendered will thereafter be charged interest at the rate of 6% per annum from such date.

44. **Discontinuance of Service.** If Customer violates the conditions under which Company supplies service under his Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, Company may discontinue service upon not less than 48 hours' written notice stating the cause of such discontinuance, delivered to Customer or to the premises to which service is supplied. If service to Customer be so discontinued, Customer shall pay Company all costs of discontinuing and re-establishing service, but not less than \$3.00, before service is re-established.

45. **Deposits.** The Company at the time the Service Agreement is made or at any time thereafter may require a cash deposit not exceeding the estimated cost of service for 90 days, to secure the payment of bills as they become due. Such deposit may be held in its entirety by the Company until settlement of Customer's accounts.

Simple interest at the rate of 4% per annum will be paid by the Company on the amount of the deposit during such times as service is taken, except that no interest will be paid on deposits where service is disconnected within six months from the beginning of service.

46. **Taxes.** In the event any taxing body shall impose any franchise, occupation, sales, license, excise or other tax or charge of any kind or nature, including taxes or charges based upon meters or customers, or upon electricity sold or the receipts or income therefrom, the pro rata amount thereof will be added to and as a part of the effective rate, separately itemized and billed to all Customers in the area or locality in which such tax or charge applies.

Issued on not less than one day's notice to the Commission and the public by authority Public Service Commission of Utah Order in Case No. 5129 dated December 27, 1962.

ISSUED JANUARY 21, 1963

EFFECTIVE JANUARY 23, 1963